
EXHIBIT A

Date of Filing:

Index #:

Plaintiff designates
ORANGE COUNTY
as the place of trial.

The basis of venue is the
Plaintiff's residence address.

Plaintiff resides at 17 Lancer
Drive, Newburgh, NY 12550

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
XIOMARA MORAN,

Plaintiff,

SUMMONS

-against-

ASHLEY DISTRIBUTION SERVICES, LTD.,

Defendant.

-----X

To the above-named Defendant:

YOU ARE HEREBY SUMMONED, to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within - 20- days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: January 26, 2022

Sobo & Sobo, L.L.P.


Michael Reich

Attorneys for Plaintiff
One Dolson Avenue
Middletown, NY 10940
(845) 343-7626

Defendant's address: See Complaint

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
XIOMARA MORAN,

VERIFIED COMPLAINT

Plaintiff,

Index No.:

-against-

ASHLEY DISTRIBUTION SERVICES, LTD.,

Defendant.
-----X

Plaintiff, XIOMARA MORAN, by her attorneys, SOBO & SOBO, L.L.P., as and for the
Verified Complaint, alleges the following:

1. That at all times hereinafter mentioned, Plaintiff, XIOMARA MORAN, was and still is a resident of the County of Orange, State of New York.
2. That at all times hereinafter mentioned, upon information and belief, Defendant, ASHLEY DISTRIBUTION SERVICES, LTD., was and still is a domestic business existing under the laws of the State of Wisconsin.
3. That at all times hereinafter mentioned, ASHLEY DISTRIBUTION SERVICES, LTD., was and still is a business entity doing business within the State of New York.
4. That at all times hereinafter mentioned, Defendant, ASHLEY DISTRIBUTION SERVICES, LTD., was the titled owner of a 2020 motor vehicle, bearing License Plate No. 776426, for the State of Wisconsin.
5. That at all times hereinafter mentioned, Defendant, ASHLEY DISTRIBUTION SERVICES, LTD., was the registered owner of a 2020 motor vehicle, bearing License Plate No. 776426, for the State of Wisconsin.

6. That at all times hereinafter mentioned, ALBERT DEANGELIS, was the operator of the aforesaid 2020 motor vehicle. Bearing License Plate No. 776426, for the State of Wisconsin.

7. That at all times hereinafter mentioned, ALBERT DEANGELIS, operated the aforementioned 2020 motor vehicle bearing License Plate No. 776426, for the State of Wisconsin, with the express and/or implied permission, consent and knowledge of the aforesaid owner, ASHLEY DISTRIBUTION SERVICES, LTD.

8. That at all times hereinafter mentioned, ALBERT DEANGELIS, was an employee of Defendant, ASHLEY DISTRIBUTION SERVICES, LTD., and acting within the scope of his employment while operating the 2020 motor vehicle bearing License Plate No.: 776426, for the State of Wisconsin.

9. That at all times hereinafter mentioned, Plaintiff was the operator of a 2016 Honda motor vehicle, bearing License Plate JEJ8769, for the State of New York.

10. That at all times hereinafter mentioned, Interstate 84, 0.1 mile West of exit 37, located in the Town of Newburgh, County of Orange and State of New York, was and still is a public highway and thoroughfare and was the situs of the accident herein.

11. That on or about the May 6, 2021, the aforementioned motor vehicles were in contact with each other.

12. The contact and injuries alleged herein were caused by the negligent, wanton, reckless and careless acts of the Defendant herein.

13. That the Defendant was negligent, wanton, reckless and careless in allowing, causing and/or permitting the motor vehicle owned and operated by said defendants herein to come into contact with the Plaintiff's motor vehicle; in failing to take those steps necessary to

avoid the contingency that occurred; in breaching a duty to other motorists to operate the motor vehicle in a safe manner; in failing to keep the motor vehicle under proper control; in failing to operate the motor vehicle in a manner and at a speed that was reasonable and proper under the prevailing traffic conditions; in failing to properly keep and maintain the motor vehicle so as to prevent the contingency occurred; in failing to properly operate the braking and acceleration devices of the motor vehicle under the circumstances of the roadway where the accident occurred; in failing to keep a proper lookout; in failing to stop and/or slow down; in violating the rules of the road; in following too closely; in rear-ending the Plaintiff's motor vehicle; in failing to observe that degree of caution, prudence and care which was reasonable and proper under the controlling circumstances; in acting with reckless disregard for the safety of others; in failing to keep alert and attentive; and the defendants were in other ways negligent, wanton, reckless and careless.

14. The limited liability provisions of CPLR §1601 do not apply pursuant to the exceptions of CPLR §1602 (6) and (7).

15. That by reason of the foregoing, Plaintiff was caused to sustain severe and serious personal injuries to her mind and body, some of which, upon information and belief, are permanent with permanent effects of pain, disability, disfigurement and loss of body function.

16. That by reason of the foregoing, Plaintiff was caused to expend and become obligated for diverse sums of money for the purpose of obtaining medical care and/or cure in an effort to alleviate the suffering and ills sustained as a result of this accident.


17. Plaintiff was caused to lose substantial periods of time from her normal vocation, and upon information and belief, may continue in that way into the future and suffer similar losses.

18. Plaintiff sustained a serious injury, as defined in the Insurance Law Section 5102(d) for the State of New York, and economic losses in excess of "basic economic loss" as set forth in Insurance Law Sections 5102 and 5104.

19. That by reason of the foregoing, Plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter.

WHEREFORE, Plaintiff demands judgment against the Defendant, ASHLEY DISTRIBUTION SERVICES, LTD., in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction in this matter, together with the costs and disbursements of this action.

DATED: January 26, 2022
Middletown, New York



Michael Reich
SOBO & SOBO, LLP
Attorneys for Plaintiff
One Dolson Avenue
Middletown, NY 10940
(845) 343-0466

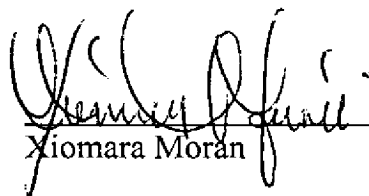
TO:

ASHLEY DISTRIBUTION SERVICES, LTD.
8040 Excelsior Drive, Ste. 400
Madison, WI 53717-2915

VERIFICATION

STATE OF NEW YORK, COUNTY OF ORANGE ss:

XIOMARA MORAN, being duly sworn says; I am the Plaintiff in the action herein; I have read the annexed VERIFIED COMPLAINT, know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.


Xiomara Moran

Sworn to before me on this
36th day of January, 2022


NOTARY PUBLIC

HECTOR A ROJAS G
NOTARY PUBLIC-STATE OF NEW YORK
No. 01R06374495
Qualified in Westchester County
My Commission Expires 04-30-2022